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G4 MEDIA, LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

G4 MEDIA, LLC, a Delaware limited liability
company,

Plaintiff,

vs.

XPLAY LINKS, a business of unknown origin;
ALEXANDRO TURCIOS, an individual,

Defendants.

Case No. 2:11-cv-685-PMP-GWF

**FINAL JUDGMENT BY DEFAULT
AND PERMANENT INJUNCTION**

Presently before the Court is Plaintiff's Motion For Default Judgment And Permanent Injunction. The Court, having considered Plaintiff's motion, the accompanying memorandum of points and authorities, the papers and pleadings on file in this case, and for good cause shown,

IT IS HEREBY ORDERED that Plaintiff's Motion For Default Judgment And Permanent Injunction is GRANTED.

I. Default Judgment

THE COURT FINDS that Defendant XPLAY LINKS ("Xplay Links") and Defendant Alexandro Turcios ("Turcios") were regularly served with the Summons and Complaint in this action but have failed to appear and answer the Complaint within the period prescribed by law,

1 that the default of Xplay Links and Turcios was duly entered by the Clerk of the Court on
2 November 7, 2011, and that Plaintiff is entitled to affirmative relief against the Defendants.
3 Based upon the foregoing findings, and good cause appearing therefor;

4 IT IS HEREBY ORDERED that Plaintiff G4 Media, LLC be awarded judgment against
5 Defendants Xplay Links and Turcios on Plaintiff's Complaint, as follows:

- 6 A. Statutory damages in the amount of \$100,000;
- 7 B. Reasonable attorneys' fees;
- 8 C. Costs; and
- 9 D. Post-Judgment interest on the principal sum at the statutory judgment rate from
10 the date of the entry of the Judgment until paid in full.

11 **II. Permanent Injunction**

12 IT IS HEREBY FURTHER ORDERED that Xplay Links and Turcios, including,
13 without limitation, all of their respective partners, officers, agents, servants, employees and all
14 other persons acting in concert or participation with Xplay Links or with Turcios are hereby
15 permanently restrained and enjoined from:

16 1. Using the X-PLAY mark and X-play logo (the "X-PLAY Mark") or any
17 confusingly similar variations thereof, alone or in combination with any other letters, words,
18 letter strings, phrases or designs (including, but not limited to, the X-PLAY Mark) in commerce
19 (including, but not limited to, on any website or within hidden text or metatags contained on or
20 within any website, including the <XPlaylinks.com> website);

21 2. Registering or trafficking in any domain name containing the X-PLAY Mark or
22 any confusingly similar variations thereof, alone or in combination with any other letters, words,
23 phrases or designs; and

24 3. Copying or using any content posted by Plaintiff on its <X-Play.com> or
25 <g4tv.com> websites that appears in conjunction with Plaintiff's X-PLAY Mark or any
26 confusingly similar mark.

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